



**Jess L. Greenwood, P.E.**  
 Public Works Director – County Engineer

2140 Pioneer Road  
 Red Wing, MN 55066  
 Office: (651) 385.3025

July 24, 2024

**REQUEST FOR QUOTE**  
**2024 Fall Weed Spraying**

Goodhue County is requesting quotes for weed spraying of the right of way and brush spraying of bridges meeting the following parameters and the attached special provisions.

**Work quoted, if approved, may begin on September 3, 2024, and shall be completed by November 1, 2024.** The County plans to provide full mow out of the ditches in advance of the weed spraying. It is expected that the Contractor work with the County to divide the County into sections so that the mowing and weed spraying are as effective as possible.

Please provide a unit price for the items listed below which should include all costs associated with this work.

Contact Les Eggert (651-385-3061) at Goodhue County with any questions related to this RFQ. Completed quotes shall be submitted by email to [gcpw\\_bidding@goodhuecountymn.gov](mailto:gcpw_bidding@goodhuecountymn.gov) by 12:00 PM, Friday, August 9, 2024.

**Schedule of Prices**

Base Bid					
Item Number	Description	Units	Quantity	Unit Price	Total Price
2575.619	WEED SPRAYING (RIGHT OF WAY)	ROAD MILE	395		
Alternate Bid					
Item Number	Description	Units	Quantity	Unit Price	Total Price
2575.606	SURFACTANT (LIBERATE)	GAL	330		
2575.508	HERBICIDE (TERRAVUE)	POUND	396		
2575.508	HERBICIDE (ESCORT)	POUND	136		

**Base Bid Total:** \_\_\_\_\_

**Alternate Bid Total:** \_\_\_\_\_

**Grand Total:** \_\_\_\_\_

Submitted by: \_\_\_\_\_  
 (name)  
 \_\_\_\_\_  
 (company)

Date: \_\_\_\_\_

Quote authorized by: \_\_\_\_\_  
 Jess Greenwood, P.E. - Goodhue County Public Works Director

Date: \_\_\_\_\_

**"To effectively promote the safety, health, and well-being of our residents"**

**GOODHUE COUNTY PUBLIC WORKS  
WEED SPRAYING SPECIAL PROVISIONS**

**SCOPE OF WORK**

This work shall consist of applying a combination of TerraVue and Escort as well as a surfactant/drift control agent, as needed, on and along Goodhue County road ditches to control all noxious weeds.

- a) Total spraying mileage for this contract is estimated to be 395 road miles. The average right-of-way width in Goodhue County is estimated to be 50 feet measured from the center of the road.
- b) The County reserves the right to increase or decrease the estimated quantities without any change in the unit prices.
- c) The Contractor shall furnish all necessary equipment, personnel, water, and fuel as needed for the work described herein.
- d) Should the County award the Alternate Bid, the Contractor shall supply all herbicide and surfactant/drift control as needed for the work described herein. Should the County **not** award the Alternate Bid, the County will supply all herbicide and surfactant/drift control as needed for the work described herein.
- e) The Contractor vehicles shall be equipped with approved hand-controlled gun-type sprayers or sprayer bar approved by the Engineer. The entire width of the right-of-way shall be sprayed. The County reserves the right to penalize the contractor up to 5% of contracted cost for areas not sprayed. Spot spraying will not be allowed. Vehicles must be equipped with flashing amber lights while working within the road right of way.
- f) The chemicals shall be mixed and applied in strict accordance with the directions given on the label of the herbicide being applied. Application for right of way spraying shall be **3.0 ounces of TerraVue in combination with 1.0 ounces of Escort** per acre sprayed. The Contractor will be required to use a surfactant to adequately spread the chemicals on the weeds' leaves. Use of a drift control agent is required.
- g) The effective control shall not be less than ninety percent (90%). This shall be determined by visual inspection. The Contractor shall re-spray any area in the road ditch where control has not reached 90% at no cost to the County with an exception being made for Wild Parsnip. All labor and equipment shall be furnished by the Contractor at their expense. The County shall make a determination on effectiveness by June 1, 2025.
- h) The Contractor shall be required to maintain a daily worksheet and map for the progress of each vehicle during the spraying operation. The worksheet shall include the miles sprayed and the amount of chemical used (per road). Worksheet shall be provided to the County within 24 hours of request and at the completion of work, prior to final payment. Maps will be furnished by the County.
- i) The Contractor shall provide, and at all times while spraying have, a gauge to check wind speeds. All spraying shall cease if wind speeds exceed 15 mph.
- j) Questions regarding this request for quote should be directed to Les Eggert by calling (651) 385-3061.

**(1) PERMITS AND LICENSE**

The Contractor shall obtain all necessary permits and licenses necessary to conduct this operation. The successful bidder must be a licensed commercial pesticide applicator as required by the Minnesota Department of Agriculture.

Applicators will be certified for right-of-way custom application.

A copy of all necessary permits, licenses, and certifications shall be provided to the County prior to starting any work.

**(2) INSURANCE**

The Contractor shall indemnify, defend, and save harmless the County, its officers, and its employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in performing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Workers' Compensation Act, or under any other law, ordinance, order, or decree.

The County may retain for its use money that is due the Contractor under this or any other contract with the County, and by virtue of the Contract, as the County deems necessary to protect its interests with respect to any suits, actions, or claims arising on account of the Contractor's operations or in consequence of any act, neglect, omission, or misconduct of the Contractor; or, in case no money is due, the Contractor's Sureties may be held liable until those suits, actions, or claims have been settled and suitable evidence to that effect has been furnished to the County.

The Contractor shall identify a contact person for damage complaints from the public, and shall maintain a log of such complaints and any action taken by the Contractor. This log shall be available to the Engineer at his request.

**A Workers' Compensation Insurance**

Contractor shall provide workers' compensation insurance for all employees and shall require any subcontractors to provide workers' compensation insurance in accordance with the statutory requirements of the State of MN and must include:

- a. Part 2, Employers' Liability including Stop Gap Liability for monopolistic states.  
Minimum limits:
  - \$100,000 – Bodily Injury by disease per employee
  - \$500,000 – Bodily Injury by disease aggregate
  - \$100,000 – Bodily Injury by accident
- b. Coverage C: All States Coverage
- c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage
- d. Waiver of subrogation in favor of the County

If Contractor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

The Contractor must require Subcontractors to file evidence of insurance with the Contractor.

**B Commercial General Liability Insurance**

The Contractor shall maintain insurance to cover liability from operations under the contract, whether such operations are by the Contractor, subcontractor or by anyone directly or indirectly employed under the Contract.

**Minimum Limits of Liability**

\$2,000,000 – **Per Occurrence**

\$2,000,000 – **Annual Aggregate**

\$2,000,000 - **Annual Aggregate** applying to Products and Completed Operations

\$50,000 – **Fire Damage**

\$5,000 – **Medical Expense** (any one person per occurrence)

**Coverages**

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 12 04 or its equivalent
- Pollution exclusion with standard exception as per ISO Commercial General Liability Coverage Form – CG 00 01 12 04 or equivalent
- Explosion, Collapse and Underground (XCU) perils
- Broad Form PD
- Independent Contractors – Let or Sublet work
- Waiver of subrogation in favor of the County
- County named as an Additional Insured, by endorsement, ISO Forms CG 2010 and CG 2037 or their equivalent for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible.

**C Automobile Liability Insurance**

Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

**Coverages**

- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Waiver of subrogation in favor of the County

**Minimum Limit of Liability**

\$2,000,000 – Per Occurrence Combined Single Limit for Bodily Injury and Property Damage

**Umbrella or Excess Liability Insurance**

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

**D Additional Conditions**

Contractors’ policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the County with respect to any claim arising out of the Contract.

Evidence of subcontractor insurance shall be filed with the Contractor.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota.

Certificates of Insurance acceptable to the County shall be submitted prior to commencement of work under the Contract. Such Certificates and the required insurance policies shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the County.

**E Notice to the Contractor**

The failure of the County to obtain Certificate(s) of Insurance for the policies or renewals thereof or failure of the insurance company to notify the County of the cancellation of policies required under this Contract shall not constitute a waiver by the County to the Contractor to provide such insurance.

The County will reserve the right to terminate the Contract in accordance with 1808 if the Contractor is not in compliance with the insurance requirements and the County retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the County, and copies of policies must be submitted to County's authorized agent upon written request.

**(3) CLAIMS AND LAWSUITS**

**The Contractor shall be responsible for damage to personal property outside of the right-of-way.**

The Contractor agrees to protect, defend, indemnify and hold the County of Goodhue and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreements and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**(4) WORKING SCHEDULE**

The Contractor shall begin work on September 3, 2024. The County plans to provide full mow out of the ditches in advance of the weed spraying. It is expected that the Contractor work with the County to divide the County into sections so that the mowing and weed spraying are as effective as possible. Spraying of roadside ditches shall be November 1, 2024. All work must be performed between the hours of sunrise and sunset. Failure to complete work within the provided shall be subject to a \$100 per calendar day monetary deduction.

An accurate log shall be maintained by the Contractor, listing daily miles covered, county road numbers and miles, weather conditions including wind speed, total operating hours, delays, amount of product used etc.

**(5) LAWS TO BE OBSERVED**

The Contractor shall keep fully informed of all Federal and State laws; all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all applicable laws, ordinance, regulations, orders and decrees; and shall protect and indemnify the County and its representatives against all claims and liabilities arising from or based on violations committed by himself or his employees.

If the Contractor should discover any provision of the Contract that are contrary to or inconsistent with any law, ordinance, regulation, order or decree, he shall immediately report it to the Engineer in writing.

**(6) EMPLOYEE HEALTH AND WELFARE**

The Contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of his employees as may be necessary to provide for their health and welfare and comply with State, Federal and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction. Employee safety and sanitation facility regulations are set for in MS 182 and in the Minnesota Department of Labor and Industry's MN/OSHA Standards 5205 and 5207.

Special attention is directed to the occupational hazards associated with the operations of handling hazardous materials. The Contractor shall employ and stringently enforce the use of such industrial safety practices as will safeguard his employees against inhalation of toxic vapors and ingestion of or prolonged bodily contact with hazardous materials. Workers shall be required to employ good industrial hygienic practices, as would preclude or counteract the effects of prolonged skin exposure to toxic pigments, and to use such protective devices as respirators approved by the U.S. Bureau of Mines, when the above described operations are being performed.

The Contractor shall be responsible for the "Right to Know" training of his employees according to MN/OSHA Standards.

**(7) PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall at all times conduct his operations and perform the work in a manner that will assure the least possible obstruction to traffic, and he shall provide for the safety of the general public as well as the residents living beside the highway.

**(8) SELECTION OF CONTRACTOR**

The Goodhue County Board reserves the right to reject any or all quotes and to award the quote to other than the lowest quotation if in his discretion the interest of the County is best served thereby. The County Board further reserves the right to withhold final acceptance and award to allow time for analysis. All quotes shall be held firm until the award has been made.

**(9) BASIS OF PAYMENT**

Payments will be made at the completion of the work. The Contractor shall provide detail by road number (as described in (4) Working Schedule) to receive payment. Goodhue County reserves the right to retain 5% until June 1, 2025, or until effectiveness has been determined and all paperwork has been submitted to the County.

The application of spray to County Road ditches will be paid in accordance with the following schedule:

<b><u>Item #</u></b>	<b><u>Item</u></b>	<b><u>Unit of Measure</u></b>
2575.606	Surfactant (Liberate)	Gallon
2575.608	Herbicide (Terravue)	Pound
2575.608	Herbicide (Escort)	Pound
2575.619	Weed Spraying (Right of Way)	Road Mile